

**SERIAL 14018 S      MARICOPA COUNTY INDIGENT DECEDENT SERVICES (CIDS)**

**DATE OF LAST REVISION: December 3, 2015      CONTRACT END DATE: August 31, 2017**

**CONTRACT PERIOD THROUGH AUGUST 31, 2017**

TO:                    All Departments  
FROM:                Office of Procurement Services  
SUBJECT:            Contract for **MARICOPA COUNTY INDIGENT DECEDENT SERVICES (CIDS)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **July 31, 2014 (Eff. 09/01/14)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

---

Wes Baysinger, Chief Procurement Officer  
Office of Procurement Services

AS/jl  
Attach

Copy to:            Office of Procurement Services  
                         Catherine Robbins, Public Fiduciary

(Please remove Serial 09076-S from your contract notebooks)

**ABEL FUNERAL SERVICES, INC, 1627 N. 51<sup>ST</sup> AVE., PHOENIX, AZ 85035-3935**

COMPANY NAME:	<u>ABEL FUNERAL SERVICES, INC</u>
DOING BUSINESS AS (DBA) NAME:	<u></u>
MAILING ADDRESS:	<u>1627 N 51ST AVE., PHOENIX, AZ 85035-3935</u>
REMIT TO ADDRESS:	<u>ACCOUNTS PAYABLE</u> <u>ABEL FUNERAL SERVICES</u> <u>1627 N 51ST AVE., PHOENIX, AZ 85035</u>
TELEPHONE NUMBER:	<u>602-442-7747</u>
FACSIMILE NUMBER:	<u>602-269-6367</u>
WEB SITE:	<u>www.abelfuneralservices.com</u>
REPRESENTATIVE NAME:	<u>Spencer J. McBride</u>
REPRESENTATIVE TELEPHONE NUMBER:	<u>623-210-5515</u>
REPRESENTATIVE E-MAIL:	<u>spencer@abelfuneralservices.com</u>

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

FUEL COMPRISES (if section for fuel price adjustment is located in the solicitation document) **40% OF TOTAL BID AMOUNT**

☒ NET 10 DAYS

MORTUARY SERVICES	RATE	MORTUARY SERVICES	RATE
Adult Cremation:	\$350.00	Infant Burial or Cremation	\$100.00
Adult Burial	\$350.00	Urn Vault for Interment of Cremains	\$ 50.00
Body Bag	\$ -0-	Interment of Cremains at White	\$ 10.00
Cremains Plastic Urn	\$ -0-	Tanks County Cemetery	
Distribution Flat Rate Mailing Fee	\$ -0-	Oversized Casket	\$150.00
Transport Fee to Out-of County Cemetery	\$ .565/m	Excessive Body Weight – Cremation	\$150.00
*Other extraordinary expenses and/or additional supplies may be considered for “good cause” at the discretion of the Maricopa County Public Fiduciary for payment at cost, with no mark-up allowed, as demonstrated by the invoice price.			

PRICING SHEET: NIGP CODE 95264

Payment Term: Net 10 Days

Vendor Number: W000015755 X

Certificates of Insurance Required

Contract Period: To cover the period ending **August 31, 2017.**

**ADDED EFF. 12/03/2015**

**A LEGACY FUNERAL HOME MESA, LLC 1722 N BANNING ST STE 101 MESA ARIZONA 85205**

COMPANY NAME: A Legacy Funeral Home, LLC

DOING BUSINESS AS (DBA) NAME: A Legacy Funeral Home, LLC

MAILING ADDRESS: 1374 N Arizona Ave, Chandler Arizona 85225

REMIT TO ADDRESS: A Legacy Funeral Home Mesa, LLC 1722 N Banning St Ste 101 Mesa Arizona 85205

TELEPHONE NUMBER: 480-725-9696

FACSIMILE NUMBER: 480-725-9699

WEB SITE: www.azlegacyfuneralhome.com

REPRESENTATIVE NAME: David Allen

REPRESENTATIVE TELEPHONE NUMBER: 480-725-9696

REPRESENTATIVE E-MAIL: david@azlegacyfuneralhome.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

☒ NET 15 DAYS

<del>Title</del>	<del>Unit Price</del>	<del>Qty</del>	<del>UoFM</del>	<del>Bidder Notes</del>
<del>Indigent Decedent Services</del>	<del>\$1.00</del>	<del>1</del>	<del>flat rate</del>	<del>we agree to the terms set forth in attachment set by county</del>

MORTUARY SERVICES	RATE	MORTUARY SERVICES	RATE
Adult Cremation:	\$350.00	Infant Burial or Cremation	\$100.00
Adult Burial	\$350.00	Urn Vault for Interment of Cremains	\$ 50.00
Body Bag	\$ -0-	Interment of Cremains at White Tanks County Cemetery	\$ 10.00
Cremains Plastic Urn	\$ -0-	Oversized Casket	\$150.00
Distribution Flat Rate Mailing Fee	\$ -0-	Excessive Body Weight – Cremation	\$150.00
Transport Fee to Out-of County Cemetery	\$ .565/m		
*Other extraordinary expenses and/or additional supplies may be considered for “good cause” at the discretion of the Maricopa County Public Fiduciary for payment at cost, with no mark-up allowed, as demonstrated by the invoice price.			

**A LEGACY FUNERAL HOME MESA, LLC 1722 N BANNING ST STE 101 MESA ARIZONA 85205**

PRICING SHEET: NIGP CODE 95264

Payment Term:	Net 15 Days
Vendor Number:	2011005014 0
Certificates of Insurance	Required
Contract Period:	To cover the period ending <b>August 31, 2017.</b>

SONORAN SKIES MORTUARY, 5650 E. MAIN ST. MESA, AZ 85205

COMPANY NAME: S&G Family Funeral Home  
 DOING BUSINESS AS (DBA) NAME: Sonoran Skies Mortuary  
 MAILING ADDRESS: 5650 E. Main St. Mesa, AZ 85205  
 REMIT TO ADDRESS: 5650 E. Main St. Mesa, AZ 85205  
 TELEPHONE NUMBER: 480-985-4900  
 FACSIMILE NUMBER: 480-985-6828  
 WEB SITE: www.sonoranskiesmortuaryaz.com  
 REPRESENTATIVE NAME: Candace L Greff  
 REPRESENTATIVE TELEPHONE NUMBER: 480-985-4900  
 REPRESENTATIVE E MAIL: egreff@ssmortuaryaz.com

-

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

-

☒ NET 30 DAYS

Title	Unit	Qty	UofM
	Price		
Indigent Decedent Services	\$350.00	1	flat rate

PRICING SHEET: NIGP CODE 95264

Vendor Number: 2011005017-0

Certificates of Insurance Required

Contract Period: To cover the period ending August 31, 2017.

REMOVED FROM CONTRACT EFFECTIVE 12/01/2014

## **MARICOPA COUNTY INDIGENT DECEDENT SERVICES (CIDS)**

### **1.0 INTENT:**

In complying with Arizona Revised Statutes invitation for bids, it is the intent of Maricopa County, through its designation of the Office of the Public Fiduciary, by this solicitation to request bids for services and enter into an agreement(s) with qualified licensed CONTRACTOR(S) to provide mortuary and cemetery services for the bodies and human remains that are within the jurisdiction of Maricopa County for decedents who have been determined indigent and have no other person or entity willing or financially able to bury or provide other funeral and disposition arrangements pursuant to A.R.S. §§ 11-251 and 36-831(A) & (B).

Maricopa County is responsible for the decedent's whose death occurs in Maricopa County and are indigent and have no other person or entity willing or financially able to bury or provide other funeral and disposition arrangements pursuant to A.R.S. § 36-831 et seq., A.R.S. §§ 11-201, et seq., 11-251. Maricopa County receives 750-850 community inquiries annually and approximately 50% are approved for County Indigent Decedent Services (CIDS).

The CONTRACTOR(S) provide quality professional services of burial, cremation, transport or cemetery services under license and in good standing with the State of Arizona Corporation Commission, the Arizona State Board of Funeral Directors and Embalmers and the State Board of Realtors and seeks to provide such services;

The COUNTY designates the MARICOPA COUNTY PUBLIC FIDUCIARY, (MCPF) as the agent for MARICOPA COUNTY for the purpose of administering this Contract and serving as the "County Representative" and enforcing the applicable policies and guidelines.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 2.4 and 2.5, below).

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order.

### **2.0 SCOPE OF SERVICES:**

#### **2.1 SERVICE REQUIREMENTS:**

##### **2.1.1 Contractor License Requirements:**

This Contract is only extended to fully licensed funeral establishments and cemeteries in "Good Standing" with the State of Arizona, federal, state and local laws, rules, codes, regulations, industry standards and specifications, usages and customary practices and the terms of this contract and any other applicable governing authority. The Contractor(s) specifically warrants it shall adhere to the Arizona State Health Department ordinances and the Arizona State Board of Funeral Directors and Embalmers ordinances. Any funeral establishment(s) and crematory(ies) providing services under this Contract shall be licensed pursuant to A.R.S. Title 32, Article 4 and A.R.S. Title 32, Article 6, 32-1393. A CONTRACT PROVIDER whose license is suspended, revoked or undergoing disciplinary action by any regulatory agency of the State of Arizona shall be prohibited from being a CONTRACT PROVIDER to this Contract. A history of non-compliance with the terms of this contract, the governing authorities or the COUNTY directives and policies may also result in a denial to provide professional services.

##### **2.1.2 CONTRACTOR(S) selected will provide and perform professional transportation services for the COUNTY that the CONTRACTOR is licensed to provide and perform in a manner consistent with all applicable state, federal and local laws, rules, codes, industry regulations, standards, specifications, usages and customary practices, County policies and procedures and the terms of this contract and any other applicable governing authority. The CONTRACTOR(S) specifically warrants it shall adhere to the Arizona**

State Health Department ordinances and the Arizona State Board of Funeral Directors and Embalmers ordinances.

- 2.1.3 CONTRACTOR(S) specifically warrants it has the properly equipped systems and resources to accommodate the CONTRACTOR(S) normal level of business and the additional number of bodies and human remains generated by participation in this contract and including the Mortuary Rotation Schedule if applicable.
- 2.1.4 The CONTRACTOR(S) selected may be assigned geographical areas by the Public Fiduciary. The CONTRACTOR(S) shall treat the families, other providers and professionals, the Medical Examiner and the COUNTY with courtesy and strive to ensure transparency and enhance cooperation on all matters.
- 2.1.5 CONTRACTOR(S) are not responsible to pick up the bodies or human remains originally in the custody of another contract or non-contract mortuary provider. Mortuaries exercising the right to respond to a call regardless of the solvency of the case are assuming the entrepreneur opportunity and risk associated with responding.
- 2.1.6 Contractor(s) Responsibilities:
  - 2.1.6.1 The approved CONTRACTOR(S) will provide transportation, solvency due diligence, mortuary and/or cemetery services for decedents (bodies or human remains) and can ensure the adequate delivery of the services required and at a minimum will provide the following:
  - 2.1.6.2 CONTRACTOR(S) will pick up the human remains for those decedents whose individual mortuary preference or family expressed mortuary preference has not been reasonably determined consistent with the rights of the family under the provisions of A.R.S § 36-831(a) & (b).
  - 2.1.6.3 "On Call" Rotation Removal: All CONTRACTOR(S) selected to participate in a Contract with Maricopa County (COUNTY) will be scheduled to serve "On Call" and provide the services described herein. Services shall be available on a twenty-four (24) hour, seven (7) day a week basis and CONTRACTOR(S) shall provide twenty-four (24) hour monitoring of calls and have the proper resources to respond. The CONTRACTOR(S) shall have the appropriate backup coverage necessary to handle multiple death responses for County coverage. Currently, geographical regions are not assigned, however, this may be a consideration at some time in the future during this contract period.
  - 2.1.6.4 Rotation List: It is understood by the party(ies) submitting proposals to be a PROVIDER that the COUNTY may enter into separate contracts with other PROVIDERS of the services set forth herein. Numerous mortuaries may enter into this CONTRACT and may be placed on a "Rotation List" with other providers and the provision of services may be utilized on a rotating basis. It is within the sole discretion and determination of the Public Fiduciary (MCPF) as to the scheduling of CONTRACTOR(S) to perform the services set forth herein. An initial new contract year Annual Rotation Schedule will be prepared by the MCPF and will be provided to the CONTRACTOR(S) with the assignments for date period coverage. The MCPF may revise the "Mortuary on Call Rotation Schedule" when deemed necessary and will provide notification to all CONTRACTOR(S) of any changes or revisions to the rotation schedule.
  - 2.1.6.5 Scene of Death/Medical Examiner Response Times: The CONTRACTOR(S) will pick up the human remains from the scene of death or the medical examiner within a reasonable response time upon contact by any "eligible party" providing notification of need. An "eligible party" includes law enforcement, medical facility representative, Hospice, or staff of the MCPF. A general guideline for determining reasonableness of response time is as follows: The "On Call" CONTRACTOR responds by arriving equipped to perform removal of the decedent within thirty (30) minutes plus driving time from the time of actual notification. Failure, refusal or untimely response or performance may result in suspension and or termination of the CONTRACTOR'S services with the COUNTY. Refer to section 3.11.

- 2.1.6.6 Transportation: Transportation services include picking up and transporting the decedent to the mortuary. Transportation services will be performed from the place of death, or upon release by the Medical Examiner, to the mortuary for completion of final arrangements. The CONTRACTOR(S) shall transport the body to the designated cemetery and grave location or crematory.
- 2.1.6.7 Vehicles, Equipment, Personnel and Safety Requirements: Vehicles, equipment and personnel equipped and capable without external assistance to provide transportation for up to two decedents simultaneously in safe operating condition, mechanically sound and capable of responding within the legal boundaries of Maricopa County. Provider's equipment to include: Gurneys, collapsible stretchers/cots to ensure proper and safe removal of human remains in accordance with the safety requirements and guidelines customary to the profession, utilizing protective clothing, gloves, masks, lifting and removal procedures.
- 2.1.6.8 Appropriate Presentation in the Administration of Services: Vehicles and equipment maintained in a clean and presentable condition, exhibiting no major dents or damage to provide transportation to the designated destination as directed by the Medical Examiner or area law enforcement in a CONTRACTOR'S vehicle that is suitable and appropriate. Personnel whose appearance presents as clean, neat and properly attired for the type of removal requested.
- 2.1.6.9 Refrigeration: Refrigerated storage areas equipped to handle six (6) deceased bodies and or human remains. Refrigeration of the decedent in strict accordance with all ordinances and governing authorities e.g. Arizona State Health Department and the Arizona State Board of Funeral Directors and Embalmers.
- 2.1.6.10 Casket: Individuals approved for CIDS as authorized by the MCPF shall be placed in a casket.
- 2.1.6.11 Interment Services: Final disposition arrangements include transportation to the approved cemetery, or if interment is at White Tanks, coordinate with Maricopa County Facilities Management, or the Veterans National Cemetery. The CONTRACTOR shall notify the receiving PROVIDER of the need to prepare the gravesite and calendar the interment, communicating responsible with the family or designee.
- 2.1.6.12 Solvency Due Diligence: CONTRACTOR(S) shall be required to perform a timely investigation using reasonable due diligence to identify alternatives to indigent decedent services. Requests for information actively managed in a manner to ensure fact discovery, provide disclosure and transparency. Reasonable due diligence shall at a minimum include:
- 2.1.6.13 Communicating timely all available options to the family when solvency appears to be an issue to allow them the elective of body donation to science and organ donation organizations, within the limited criterion, to further reduce fiscal impact to the County. CONTRACTOR will document their attempts to identify and communicate suitable alternatives to County Indigent Decedent Services (CIDS).
- 2.1.6.14 Negotiating fair and reasonable payment options and amounts for all cases that can sustain private payment at or above the county contract rate.
- 2.1.6.15 Completing a thorough database search for next-of-kin using Accurint™ or similarly robust database search tool. Such reports must be made available in electronic format to the Public Fiduciary should the case be referred by the CONTRACTOR for County Indigent Decedent Services (CIDS).
- 2.1.6.16 Documenting multiple attempts to communicate via electronic, telephone or mail methods with the responsible parties, friends, domestic partners, affiliations or organizations with information and or responsibility for the decedent's remains, pursuant to Arizona Law.
- 2.1.6.17 Placing an obituary notice in a newspaper with general circulation in the county where the decedent died within one week of receiving the remains.
- 2.1.6.18 Assisting the responsible party in the completion of an accurate and comprehensive CIDS application. The CONTRACTOR will be responsible to

- complete the CIDS application when there is no other responsible party available or willing to be the applicant.
- 2.1.6.19 Completing the CIDS Verification Form “B” and submit with the CIDS application form.
- 2.1.6.20 Cremation Services: Cremation will be authorized for all qualified decedents. The CONTRACTOR(S) is responsible to complete the due diligence to locate the appropriate authorizing agent and obtain written consent for cremation at the time of initial contact with the authorizing agent. Upon demonstration that the due diligence was performed and there is no authorizing agent available to consent for cremation, the Public Fiduciary may provide the consent pursuant to A.R.S. § 32-1365.02(F).
- 2.1.6.21 Body cremation preparations shall be carried out in a dignified manner, and an appropriate cremation container shall be used. Distribution of cremains will be performed in accordance with the approval authorization. The CONTRACTOR(S) will place the cremains in a plastic urn properly tagged, marked, logged, labeled and reconciled by identification tag to all supporting records prior to distribution.
- 2.1.6.22 The CONTRACTOR(S) SHALL coordinate the release and distribution of the cremains to the designated party or applicant including mailing. The CONTRACTOR shall store the cremains (remains) up to 180 days to facilitate the coordination of the final distribution.
- 2.1.6.23 Veterans and Veteran’s Spouses, who are CIDS eligible, may elect cremation as an option to burial for the decedent’s final disposition.
- 2.1.6.24 Unidentified deceased persons will not be cremated until released by the Medical Examiner to allow for additional forensic identification.
- 2.1.6.25 CONTRACTOR shall complete cremation services within fifteen (15) business days after the notification is issued to the CONTRACTOR(S).
- 2.1.6.26 Mortuary Services: Decedents eligible for County approved interment shall be interred within fifteen (15) business days after notification is issued to the CONTRACTOR.
- 2.1.6.27 Burials: Burials are performed at White Tanks County Cemetery, located at 15926 West Camelback Road, Phoenix, Arizona. Burials are coordinated with the Sheriff’s Office and Facilities Management. Public attendance during interment and graveside services are not permitted.
- 2.1.6.28 Maricopa County Facilities Management: A MC Facilities Management representative shall be present at each interment.
- 2.1.6.29 Non-County Cemetery Authorization: A decedent may be authorized for interment at a cemetery other than a Maricopa County Cemetery. Mileage will be reimbursed at the costs listed in Attachment “E”.
- 2.1.6.30 Previously Owned Interment Rights: If the decedent or his or her family owns interment rights or was gifted interment rights in a cemetery and the cost to transport and inter the remains is within the costs allowed for County burial then the Public Fiduciary may elect to authorize the burial at a non-County cemetery.
- 2.1.6.31 Veteran’s Burial: Qualified Indigent Honorably Discharged Veterans and/or the Spouse of a Qualified Indigent Honorably Discharged Veteran may not be buried in the indigent section of a Cemetery pursuant to A.R.S. § 136-831(C). Qualified Indigent Veterans and/or Spouses may be authorized for burial at a National Veterans Cemetery (23029 N. Cave Creek Road, Phoenix, AZ), State Veterans Cemetery or other cemetery that has a portion of a cemetery designated for the burial of veterans and spouses in a non-indigent section.
- 2.1.6.32 Professional Administration Services: These services include processing information for the death certificate, handling of personal effects, preparing the invoice and supporting documentation and communication(s) with the Public Fiduciary.
- 2.1.6.33 Death Certificate: The CONTRACTOR will be responsible to gather accurate information for the death certificate.
- 2.1.6.34 Custodian of Decedent’s Belongings: The CONTRACTOR shall keep a detailed log of personal property and funds of the decedent who is referred to the County

Indigent Decedents Services Program. Transfers and release of property shall be documented by detailed listing, printed and signed receipt.

**2.2 INVOICES AND PAYMENTS:**

2.2.1 The CONTRACTOR shall prepare an accurate itemized invoice for services performed, less any proceeds for funds collected from any party up to the contract rate amount, plus any extraordinary fees that are approved. The invoice will include a properly sworn affidavit avowing the CONTRACTOR's efforts to collect, in part or whole, any and all funds that will be direct offset to the amount sought for collection from the County.

2.2.2 Original invoices shall be submitted timely, within 30 days of the receipt of the approval from the CIDS program staff. Original invoices submitted after 60 days will be disallowed.

2.2.3 At a minimum, the invoice must provide the following information:

- Decedent name and date of death
- Copy of the Maricopa County Authorization Form
- Date and location of cremation or interment
- Should an oversized casket be required, the contractor shall provide documentation which support the body weight and the size of oversized casket required
- Extended price
- Total Amount Due

2.2.4 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order or Invoices shall be mailed to:

Maricopa County Public Fiduciary  
Attn: Burial Coordinator  
222 N. Central Avenue, Suite 4100  
Phoenix, AZ 85004

2.2.5 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).

2.2.6 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

**2.3 TAX:**

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

**2.4 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):**

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please state so** in your proposal. In the absence of a statement to the contrary, the County will

assume that you do wish to grant access to any contract that may result from this Request for Proposal.

**2.5 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's):**

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment E, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

**3.0 CONTRACTUAL TERMS & CONDITIONS:**

**3.1 CONTRACT TERM:**

This Invitation for Bid is for awarding a firm, fixed price purchasing contract to cover a three (3) year term.

**3.2 OPTION TO RENEW:**

The County may, at their option and with the approval of the Contractor, renew the term of this Contract up to a maximum of three (3) additional years, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Office of Procurement Services of the County's intention to renew the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

**3.3 PRICE ADJUSTMENTS:**

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract expiration or annual anniversary. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

**3.4 INDEMNIFICATION:**

3.4.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

3.4.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.4.3 The scope of this indemnification does not extend to the sole negligence of County.

**3.5 INSURANCE:**

- 3.5.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
- 3.5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.
- 3.5.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 3.5.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 3.5.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 3.5.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.
- 3.5.7 The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 3.5.8 The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.
- 3.5.9 **Commercial General Liability:**  
  
Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

**3.5.10 Automobile Liability:**

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

**3.5.11 Errors and Omissions Insurance:**

Errors and Omissions insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than \$1,000,000 for each claim.

**3.5.12 Certificates of Insurance:**

3.5.12.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

3.5.12.2 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

3.5.12.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

**3.5.13 Cancellation and Expiration Notice:**

3.5.13.1 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

**3.6 ORDERING AUTHORITY:**

3.6.1 Respondents should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Office of Procurement Services, or by a Certified Agency Procurement Aid (CAPA).

3.6.2 Maricopa County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.

3.6.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the products is the only document necessary for Customers to purchase and for the Respondent to proceed with delivery of materials available under this Contract.

3.6.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Respondent.

**3.7 REQUIREMENTS CONTRACT:**

- 3.7.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid will be a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials contained in the Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.
- 3.7.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.
- 3.7.3 Contractors agree to accept verbal notification of cancellation from the Office of Procurement Services Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

**3.8 UNCONDITIONAL TERMINATION FOR CONVENIENCE:**

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

**3.9 TERMINATION FOR DEFAULT:**

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

**3.10 TERMINATION BY THE COUNTY:**

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

**3.11 SUSPENSION OF WORK:**

- 3.11.1 The County may temporarily suspend performance of work of a vendor based upon the vendor's failure to perform the requirements of the contract. The Procurement Officer shall advise the vendor in writing of the suspension and the basis therefore. The basis for a temporary suspension of performance may be cited as reasons to support a termination for default.
- 3.11.2 Contractor may terminate contract upon 30 days written notice to the Contract Administrator. Contractor's termination of a contract(s) does not terminate Contractor's duty to continue representing those cases/persons assigned to Contractor prior to the effective date of termination.

**3.12 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

**3.13 OFFSET FOR DAMAGES:**

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

**3.14 ADDITIONS/DELETIONS OF SERVICE:**

3.14.1 The County reserves the right to add and/or delete services to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

3.14.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

**3.15 SUBCONTRACTING:**

3.15.1 The Contractor may not assign a Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

3.15.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

**3.16 AMENDMENTS:**

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

**3.17 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:**

3.17.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any

other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

3.17.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

3.17.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future claim submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

3.18 AUDIT DISALLOWANCES:

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the County either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

3.19 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of the Contract.

3.20 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

3.21 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the County and the Contractor.

3.22 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

3.22.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

3.22.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

3.22.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- 3.22.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- 3.22.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.
- 3.22.1.5 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.
- 3.22.1.6 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

**3.23 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:**

- 3.23.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.
- 3.23.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.23.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

**3.24 CONTRACTOR LICENSE REQUIREMENT:**

- 3.24.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.
- 3.24.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact

the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

**3.25 INFLUENCE:**

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

3.25.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

3.25.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

**3.26 PUBLIC RECORDS:**

All Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection after Contract award and execution, except for such Offers deemed to be confidential by the Office of Procurement Services. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

**3.27 POST AWARD MEETING:**

The Contractor may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.